

**BRIHANMUMBAI MUNICIPAL CORPORATION**  
**K.E.M. HOSPITAL, PAREL, MUMBAI – 400 012**



**TENDER DOCUMENTS FOR PROCUREMENT OF**

**“SITC of 7k Arthroscopy System & Instruments at Orthopaedics. Dept. of KEM Hospital through CSR Fund received in PBCF Dept. of KEM Hospital along with Standard accessories and CMC for five years after the completion of warranty of three years.”**

**CSR-KEMH / MahaTender /584**

**Website:** <https://mahatenders.gov.in>

**e-Tender ID-2025\_MCGM\_1139810**

**SECTION 1 :****E- TENDER NOTICE****MUNICIPAL CORPORATION OF GREATER MUMBAI****K.E.M. Hospital, Parel, Mumbai – 400 012.****E-PROCUREMENT E-TENDER NOTICE****No. CSR-KEMH / Maha Tender / 584 Dated:24.01.2025**

The Dean KEM Hospitals are invites the following online Tender. The Tender copy can be downloaded from BMC's portal (<http://portal.mcgm.gov.in>) under "E-Tender's" section. However, the bid will be invited through Maha tender portal (<https://mahatenders.gov.in>) only.

Bidders who wish to participate in the Bidding process must register on the website <http://www.mahatenders.gov.in/nicgep/app>. Bidders, whose registration is valid, may please ignore this step. At the time of enrolment, the information required for enrolment should be filled. After enrolment the bidder will get his user name and password to his Mail Id. Bidders should have valid Class III Digital Signature Certificate (DSC) obtained from any licensed Certifying Authorities (CA). For registration, enrolment for digital signature certificates and user manual, Interested Bidders should follow the respective links provided in Mahatenders Portal (<https://mahatenders.gov.in>)

The administrative, technical and commercial bids shall be submitted online up to the end date & time mentioned below.

<b>Sr. No</b>	<b>Description</b>	<b>E-Tender Price</b>	<b>EMD Amount Rs.</b>	<b>Start date &amp; Time for online Downloading</b>	<b>End date &amp; Time for online Submission</b>
<b>1</b>	<b>CSR-KEMH / MahaTender / 584</b>  SITC of 7k Arthroscopy System & Instruments (1 Unit) at Orthopaedic of KEM Hospital through CSR Fund received in PBCF Dept. of KEM Hospital. along with Standard accessories and CMC for five years after the completion of warranty of three years. e-Tender ID- <b>2025_MCGM_1139810_1</b>	<b>Rs.13,200 /-</b>	<b>Rs. 97,608/-</b>	<b>27.01.2025 16.00 hrs</b>	<b>07.02.2025 16.00 hrs</b>

Packet A Opening Date	10.02.2025 at.16.00 hrs
Packet B Opening Date	17.02.2025 at. 16.00 hrs
Packet 'C' Opening (Price Packet)	As per schedule decided by committee.

**Note: Tender fee & EMD will be pay before opening of Packet 'A' in PBCF Section, KEM Hospital by Demand Draft in favour of "Dean PBCF, KEM Hospital" Payable at Mumbai.**

The e-Tender document is available on BMC portal (<http://portal.mcgm.gov.in>) along with this Tender notice. However, the bid will be invited through Mahatender portal (<https://mahatenders.gov.in>)

The Authority (BMC) shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the e-Tender or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

The Dean KEM Hospital reserves the right to reject all or any of the e-Tender(s) without assigning any reason at any stage.

e-Tenders shall note that any corrigendum issued regarding this e-Tender notice will be published on the BMC portal only.

**Sd/-(24.01.2025)  
Dean (KEM Hospital)**

Address for Communication and Venue for opening of bid:

**CSR office, Room No. 65,  
Social Service Department,  
KEM Hospital,  
Parel, Mumbai 400012.**

Tel. No. 022-24107096

e-mail: [csr.kem@kem.edu](mailto:csr.kem@kem.edu)

**For detailed tender document please scroll down**

<b>Section: 2</b>		<b>HEADER DATA</b>	
<b>E-Tender File No.</b>	<b>CSR-KEMH / MahaTender / 584</b>		
<b>Name of Organization</b>	KEM Hospital , Parel, Mumbai – 12		
<b>Subject</b>	SITC of 7k Arthroscopy System & Instruments (1 Unit) at Orthopaedic of KEM Hospital through CSR Fund received in PBCF Dept. of KEM Hospital. along with Standard accessories and CMC for five years after the completion of warranty of three years.		
<b>Contract Period</b>	<b>8 years (3 years warrantee + 5 years CMC)</b>		
<b>Estimated Cost</b>	<b>Rs. 97,60,800/-</b>		
<b>E Tender scrutiny fee</b>	<b>Rs. 13,200/-</b>		
<b>Earnest Money Deposit</b>	<b>Rs. 97,608 /-</b>		
<b>Start date</b>	<b>27.01.2025 at 16:00 Hrs</b>		
<b>End date &amp; time of Bid Submission</b>	<b>07.02.2025 at 16:00 Hrs</b>		
<b>End date &amp; time for receipt of EMD</b>	EMD will be pay before opening of Packet ‘A’ in PBCF Section, KEM Hospital by Demand Draft in favour of “Dean PBCF, KEM Hospital” Payable at Mumbai.		
<b>Opening of Packet “A”</b>	<b>10.02.2025 at 16:00 Hrs</b>		
<b>Opening of Packet “B”</b>	<b>17.02.2025 at 16:00 Hrs</b>		
<b>Opening of Packet “C”</b>	As mentioned in <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a>		
<b>Address for Communication</b>	CSR office, Room No. 65, Social Service Department, KEM Hospital, Parel, Mumbai 400012		
<b>Venue for opening of Bid</b>	Online at above address.		

**Terms & Conditions for E- Tender**

If you have all or any item in stock, then submit the e-bid well in time before the due date. Bidders will be solely responsible, if they try to submit the bid just before due date & time and fail to do so due to their system problems, internet problems, User Id locking etc. The Bid/Tender need to be submitted on / before specified end date & time and will be opened on specified date & time or thereafter. Bidder's authorized representative/s may present while Bid/Tender opening when the relevant details will be readout.

**SPECIAL INSTRUCTIONS TO BIDDERS PARTICIPATING IN E-BIDDING**

1. **Eligibility Criteria:**

**Manufacturer or their Distributors / Importers / Traders/ Agents to submit E-Tender on their behalf, Distributors/ Sub Distributors/ Dealer/ Importers / Traders/ Agents will be allowed to participate in the tendering process subject to,**

- a. **Manufacturer / Distributors shall issue the certificate stating the date from which said distributor is their Distributors/ Dealer/ Importers / Traders/ Agents for the assigned tender.**
- b. **The responsibility of Supply, Installation, Testing & Commissioning of Medical Equipment along with warranty & CMC / AMC (as applicable) shall be of manufacturer & bidder jointly as well as severally.**

2. **Earnest Money:** The tenderer shall have to pay EMD of **Rs. 97,608/-** will be pay before opening of Packet 'A' in PBCF Section, KEM Hospital by Demand Draft in favour of "Dean PBCF, KEM Hospital" Payable at Mumbai.

3. **Refund of E.M.D. -** E.M.D. of bidder except successful bidder all other unsuccessful bidders" 100% EMD paid online will be refunded automatically. The bid security of successful bidder will be discharged when the bidder has signed the agreement and /or furnish the required Security Deposited as elaborated in standard bid document.

4. **Contract Deposit / Performance Security:** The Successful tenderer (Contractor) shall have to pay Contract Deposit @ 5% of total contract cost, within 30 days from the date of issue of Letter of Acceptance (LoA). The contract deposit / Performance Security shall be paid either in the form of Demand Draft (DD) or in the form of Bankers' Guarantee. Bankers Guarantee (B.G.) shall be issued from the Banks listed by Reserve Bank of India on their website: - 'rbidocs.rbi.org.in/rdocs/publications/pdfs/84656.pdf'. The B.G. shall be acceptable from these banks and all branches of these banks situated within Mumbai limit and up to Kalyan and Virar. The contract deposit / Performance Security should be refunded to the contractor without interest, after he duly performs

and completes the contract in all respects. The performance B.G. shall remain valid for a period of 6 months beyond the date of completion of all contractual obligations including warranty and AMC/CMC obligations.

<b>Instructions to Vendors participating in e-Tendering for the supply of Medical equipment and plants and machinery to BMC.</b>	
1.	The e-Tendering process of BMC is enabled through Mahatender portal ( <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> ). However, tender document can be downloaded from BMC's portal website under "Tenders" section or from Mahatender portal.
2.	Bidder should do Online Enrolment in this Portal using the option Click Here to Enrol available in the Home Page. Then the Digital Signature enrolment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA /GNFC/ IDRBT/ MTNL Trust line/ SafeScripT/TCS.
3.	Bidder then logs into the portal giving user id / password chosen during enrolment. and follow the instructions given in the document 'Bidders manual kit – online bid submission – Three Cover Bid Submission New' which is available on e-tendering portal of Government of Maharashtra i.e.' <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a>
4.	The e-token that is registered should be used by the bidder and should not be misused by others.
5.	DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated
6.	The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents
7.	After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.
8.	The BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
9.	If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online
10.	Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
11.	Bidder should Pay EMD and other charges, where applicable, as per the instructions given in the Tender Notice and / or Tender Document

12.	Tender fee (as mentioned in the Header Data) should be paid by all bidders at PBCF Dept of KEM Hospital on or before opening of Packet C.
13.	The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
14.	The bidder has to submit the tender document(s) online well in advance before the 8 prescribed time to avoid any delay or problem during the bid submission process. Vendors trying to submit the bid at last moment just before due date and due time and failing to do so due to system problems at their end, internet problems, User Id locking problems etc. shall note that no complaints in this regard will be entertained. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues. So The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (as per Server System Clock).
15.	There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
16.	It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he / she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete / Invalid bids and are not considered for evaluation purposes.
17.	The bidder may submit the bid documents online mode only, through mahatenders portal. Offline documents will not be handled through this system.
18.	At the time of freezing the bid, the e-Procurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
19.	After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
20.	Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
21.	It is the responsibility of the vendors to maintain their computers, which are used for submitting their bids, free of viruses, all types of malware etc. by installing appropriate anti-virus software and regularly updating the same with virus free signatures etc. Vendors should scan all the documents before uploading the same. if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
22.	The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission

23.	All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
24.	During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer(SSL) with 256bit encryption technology. Data encryption of sensitive fields is also done.
25.	All the tender notices including e-Tender notices will be published under the ‘Tenders’ section of BMC Portal and on Mahatender portal.
26.	All interested vendors, are required to be registered with BMC for e-Tendering process. Vendors not registered with BMC before can apply on-line by clicking the link ‘Vendor Registration’ under the ‘e-Procurement’ section of BMC Portal, Vendors already registered with BMC need to contact helpdesk to extend their registration to e-Tendering process.
27.	Manual offers sent by post/Fax or in person will not be accepted against e-tenders even if these are submitted on the Firm’s letter head and received in time. All such manual offers shall be considered as <b>invalid offers</b> and shall be rejected summarily without any consideration.
28.	As BMC has switched over to e-Tendering, if any references in this tender document are found as per manual bidding process like Packets A, B, C etc. may please be ignored. All documents that are required to be submitted as part of eligible & technical bid, need to be uploaded in the Packets provided for this purpose and commercial bid need to be filled online.
29.	Affixing of digital signature for the bid document while submitting the bid, shall be deemed to mean acceptance of the terms and conditions contained in the tender document as well as confirmation of the bid/bids offered by the vendor which shall include acceptance of special directions/terms and conditions if any, incorporated.
30.	The browser settings required for digitally signing the uploaded documents are provided under download section of Mahatender Portal. Site compatibility required for Mahatender portal has been provided under Site compatibility on Home Page of Mahatender Portal.
31.	The administrative, technical and commercial evaluation documents will be available for all the participating vendors after completion of the evaluation.
32.	Additional information can be availed by referring to FAQs under FAQ on Home Page of Mahatender Portal.
33.	For any help, in the e-Tendering process, can be availed by dialing help-desk number or Email support provided under contact us on Home Page of Mahatender Portal.

**SPECIAL NOTE:**

TENDERERS ARE REQUESTED TO GO THROUGH THE bid submission guidelines as given in Bidders manual kit – online bid submission – Three Cover Bid Submission New’ on -tendering portal of Government of Maharashtra i.e. ‘<https://mahatenders.gov.in>’



Bidders who wish to participate in the Bidding process must register on the website <http://www.mahatenders.gov.in/nicgep/app>. Bidders, whose registration is valid, may please ignore this step. At the time enrolment, the information required for enrolment should be filled. After enrolment the bidder will get his user name and password to his Mail Id.

Bidders should have valid Class III Digital Signature Certificate (DSC) obtained from any licensed Certifying Authorities (CA). Interested Bidders should follow the “Manuals” available on Mahatender Portal (<https://mahatenders.gov.in>.)

For registration, enrolment for digital signature certificate & user manual, please refer to respective links provided in e-tendering tab. The vendors can get digital signature from any one of the Certifying Authorities (CA’s) licensed by the Controller of Certifying Authorities Namely Safes crypt, IDRBT, National Informatics Centre, TCS, Customs, MTNL, GNFC and e Mudra.

**Packet Bid System:**

	In this system the Bidder will submit the bid/offer documents in packets/folders as specified in respective bid/Bid/Tender i.e. eligibility criteria / per-qualifying criteria etc. Bid documents in Packet / Folder 'A cum B' & commercial bid / rate in “Item Data / Packet C”. All the packets / folders shall be filled as follows.
	<b><u>Folder for “Bidder Documents – Packet A &amp; B”</u></b>  <b><u>PACKET “A” (Eligibility criteria): -</u></b>  Bidder shall submit the documents for compliance of eligibility criteria / per-qualifying criteria. Specified if any.
<b>1</b>	EMD receipt.
<b>2</b>	Shops and Establishment / company registration Certificate
<b>3</b>	Attested copy of <u>PAN card</u> of his own, in case of retailer / dealer / supplier Ltd., Company, of firm if partnership firm, of Sansthas /society or Trust, in case of the Sansthas /society trust which are registered under public trust Act 1950 / Registration Act 1860 / The Maharashtra Co-Op. Societies Registration Act 1960. (Whichever is Applicable). However in case of public limited companies, semi Government undertakings, Government undertakings, no Pan documents will be insisted.
<b>4</b>	<u>Photograph</u> of individuals, proprietor or all partners as the case may be;
<b>5</b>	Attested copy of valid Sales Tax/Central <u>Sales Tax/VAT/GST</u> registration certificate (whichever is applicable).
<b>6</b>	Attested copy of Power of Attorney (if applicable).
<b>7</b>	Bidder <u>Profile(Annexure “E”)</u> .
<b>8</b>	Certificate or registration under E.P.F. & M.P. ACT and E.S.I.C. ACT

<b>9</b>	Latest Partnership deed (in case of Partnership firm).
<b>10</b>	Valid Bank Solvency Certificate of <b>Rs. 20 Lac</b> issued by The Nationalised/Scheduled/Foreign Bank. The date of issue of such certificate shall not be more than <b>06</b> months prior to the date of submission of tender and the same shall be considered valid for 12 months from the date of issue.

**PACKET “B” (Technical Bid):-**

Packet “B” shall contain following documents:

<b>1</b>	Copy of Tender Document, Specification and entire technical document should be Attested by Vendor.
<b>2</b>	Copy of Agency Certificate / Subsidiary Certificate.
<b>3</b>	Past performance certificate ( <b>with hiding the price</b> ).
<b>4</b>	Photo copy of work orders with hiding the price of the works executed during last one year.
<b>5</b>	Comparison Statement along with Make & Model of Equipment.

**Opening of Bid / Tender: -**

Bid/Tender opening on scheduled date & time, wherein all Packets 'A' / 'B' & 'C' i.e. Commercial Bid will be opened online only.

**Filling up the Bid/Tender: -**

Bidder is expected to fill in his bid/offer carefully and scrutinize it before uploading it on the mahatenders portal. No variation on any ground, such as mistake or misunderstanding, will be allowed once e-bid/Tender is opened and /or recommended for acceptance. Deviation from Municipal Specifications, Terms and Conditions, should be clearly brought to the notice in the separate: Deviation sheet”, which if found not-filled/blank, shall be considered as “No Deviation”.

**Rates / Prices: -**

Rate/s or Percentage shall be filled only in “BOQ” uploaded in e-Bid/Tender. The price/s quoted shall be firm and no variation will be allowed on any account. Bidder should not quote more than one alternative rate/s for any item/s. Bid/Tender having more than one alternative rate/s for the any item, shall be liable for rejection.

**Annual / Comprehensive Maintenance contract (if applicable as the case may be):**

The successful tenderer shall have to enter into Annual / Comprehensive Maintenance Contract for at least 5 years after the completions of warranty period. The Annual Maintenance contract shall be at the rate of 3 % (inclusive of tax) of equipment cost per year & Comprehensive Maintenance contract will be 5 % (inclusive of tax) of equipment cost per

years. Accordingly, the prices quoted should be in the same currency for all the items quoted i.e. Equipment, Accessories, consumables, CMC/AMC, if any etc. failing which Bid /Tender/s will be rejected.

**A. Maintenance contract (As Applicable)**

**Service and annual maintenance contract:**

The successful tenderer shall have to enter into Annual Maintenance Contract for at least five years after the completion of guarantee period of 36 months at the rate of 3% of equipment cost per year, rate will be fixed for 5 years. The Annual Maintenance Contract shall include the repair and maintenance of equipment and plant and all accessories supplied by the tenderer as a part of this tender. It is the responsibility of the tenderer to see that the equipment and all accessories are maintained in proper functioning condition, whether any spare parts/accessories be manufactured by the tenderer or not.

- a) The tenderer should assure an up-time guarantee of at least 96% (calculated on the basis of 24 hours a day and seven days a week). During AMC period, the Service Engineers will have to make 04(four) compulsory Quarterly visits per year for preventive maintenance while breakdown calls (unlimited) will be attended within 72 hours (3 days) from the date & time of lodging of complaint with the Service Engineer through phone / fax/person/post/courier/e-mail. A service call shall be attended even on Sundays and Public Holidays. The complaint /message will be sent to the address given in this contract as well as in supply order.
- b) If the breakdown is attended and rectified within 120 hours (5 days) at our sites, no penalty/ deduction will be made from the AMC bill.
- c) If it is not rectified within 120 hours (5 days) i.e. stipulated time by the Service engineer at our site, deduction will be made @ double the prorata basis AMC charges per day from the bill after allowing stipulated period of 120 hours i.e. 5 days.
- d) If the problems are required to be rectified at Service Centre site /workshop / premises, additional 7 day's period will be allowed i.e. total 10 days from the day of initial breakdown report. Normal AMC charges for additional 7 day's period will be deducted from the bill of AMC on prorata basis. If the equipment is not made available in all respect after rectification from the Service Centre site/ premises within 10 days, there will be a provision to deduct @ double the AMC charges/ day on prorata basis from the bills for delayed period.

If Only cost of spare parts and consumables will be paid separately as per the rate quoted for spares & consumable as per list uploaded while submission of bid

**OR**

**Service and comprehensive maintenance contract:**

The successful tenderer shall have to enter into comprehensive Maintenance contract for at least five years after the completion of guarantee period of 36 months at the rate of 5% of equipment cost per year, rate will be fixed for 5 years. The comprehensive Maintenance contract shall include the equipment and all accessories supplied by the tenderer as a part of this tender. It is the responsibility of the tenderer to see that the equipment and all accessories are maintained in proper functioning condition by providing spare parts where required, whether such spare parts/accessories be manufactured by the tenderer or not.

- a) The tenderer should assure an up-time guarantee of at least 96% (calculated on the basis of 24 hours a day and seven days a week). During CMC period, the Manufacturer's Service Engineers will have to make 04(four) compulsory Quarterly visits per year for preventive maintenance while breakdown calls (unlimited) will be attended within **72 hours (3 days)** from the date & time of lodging of complaint with the Service Centre through phone / fax/person/post/courier/e-mail. A service call shall be attended even on Sundays and Public Holidays. The complaint /message will be sent to the address given in this contract as well as in supply order.
- b) If the breakdown is attended and rectified within 120 hours (5 days) at our sites, no penalty/ deduction will be made from the CMC bill.
- c) If it is not rectified within 120 hours (5 days) i.e. stipulated time by the Service Engineer at our site, deduction will be made @ double the prorata basis CMC charges per day from the bill after allowing stipulated period of 120 hours i.e. 5 days.
- d) If the problems are required to be rectified at Service Centre site / workshop / premises, additional 7 days period will be allowed i.e. total 10 days from the day of initial breakdown report. Normal CMC charges for additional 7 days period will be deducted from the bill of CMC on prorata basis. If the equipment is not made available in all respect after rectification from the Service Centre site/ premises within 10 days, there will be a provision to deduct @ **double the CMC charges/ day on prorata basis from the bills for delayed period.**

**B. Spare Parts:** (Applicable in case of Annual Maintenance Contract only)

Tenderer shall have to submit list of the spare Parts required as a document in Packet B, without displaying the rates. (As per the Annexure – E)

**The rate quoted for spares shall be freezed for 8 years and cost of one spare each shall be considered for evaluation and BMC is not binding to accept the rates quoted for spares.**

The rate shall be quoted in commercial bid (BOQ) in e-Tender.

(Applicable in case of Annual Maintenance Contract only)

**C. Consumables:**

Tenderer shall have to submit the rate for the consumables/required as a document in Packet B, without displaying the rates. (As per the Annexure – F).

The rate shall be quoted in commercial bid (BOQ) in e- Tender.

The Tenderer shall have to quote only one rate which will remain constant throughout the Warranty for three years and Annual /Comprehensive maintenance (AS applicable) contract period for five years i.e. for total eight years. However, if the value of foreign currencies at the time of supply of consumable items w.r.t. Indian Rupees increases by 25% than on the date of opening of commercial bid in such cases, difference in excess of 25% would be paid to bidder. **The rate quoted for consumables shall be freeze for 8 years and cost of one consumable each shall be considered for evaluation and BMC is not binding to accept the rates quoted for consumable.**

**Apart from mentioned consumables cost of no other consumables will be paid by BMC and same shall be covered under warranty and CMC.**

**Conditional Bid/Tender rates:**

Bid /Tender/s containing contradictory onerous and vague Stipulation and hedging conditions such as “subject to prior sale”. “Offer subject to confirmation at the time of order”, “Rates subject to market fluctuations”, etc. are liable to be rejected.

**Digital Signing of e-Bid/Tender Document:**

Bidders are requested to sign the e-Bid/Tender form, specifications and schedule of Quantities and Rate and relevant documents etc. After making appropriate entries wherever necessary. If the e-Bid/Tender is made by an individual, it shall be signed with his full name above his current address. If the e-Bid/Tender is made by a proprietary firm it shall be signed by the Proprietor above, his name and the name of his firm with its current address. If the e-Bid/Tender is made by firm in partnership, it shall be signed by all the partners of the firm above their full names and current addresses or by a partner holding the power of Attorney for the firm for signing the Bid in which case a certified copy of the power of Attorney shall accompany the Bid/Tender/Bid. A certified copy of the partnership deed, current address of the firm and full names and current addresses all the partners of the firm shall also accompany the Bid/Tender. If the e-Bid/Tender is made by a limited Company or a limited Corporation, it

shall be signed by a duly authorized person holding the power of Attorney for signing the Bid/Tender. Such limited Company or Corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.

If the e-Bid/Tender is made by a group of firms, the sponsoring firm shall submit complete information pertaining to each firm in the group and state in along with the Bid as to which of the firms shall have the authority for bidding and for completion of the contract documents and furnish evidence admissible in Law in respect of the authority to such firm on behalf of the group of firms and for completion of the contract document. The full information and satisfactory evidence pertaining to the participation of each member of the group of firms in Bid/Tender, shall be furnished along with the Bid/Tender.

### **Modifications of Documents:**

Modification/s of specifications and/or extension of the closing date of the e-Bid/Tender if required will be made by an addendum, which will be published online on BMC portal. These shall be digitally signed and shall form a part of the e-Bid/Tender. The Bidder shall not add to or amend the text of any of the documents except in so far as may be necessary to comply with any agenda.

### **Taxes and Duties on material:**

GST and other state levies / cess which are not subsumed under GST will be applicable. The tenderer shall be quote rate/s inclusive of all taxes. It is clearly understood that BMC will not bear any additional liability towards payment of any Taxes & Duties. Wherever the Services to be provided by the Tenderers falls under Reverse Charge mechanism, the Price quoted shall be exclusive of GST, but inclusive of Taxes/Duties/Cess other than GST, if any.

Rates accepted by BMC shall hold well till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in taxes / any other levies / tolls etc., except that payment / recovery for overall market situation shall be made as per price variation.

### **Evaluation of Bid/Tender:**

Packet B will be open on Administratively Responsive Bidder only & Packet C (Commercial Packet) will be open only on Administratively & Technically Responsive Bidder, In comparing Bid/Tenders the Corporation shall consider such factors as the compliance with the specifications, quality apart from the prices offered.

### **Payment Terms:**

The 80 % payment will be made subject to

- Satisfactory supply & installation of material as per Tender specification.
- Submission of all documents along with Bank Guarantee/ contract deposit against CMC for execution of written contract.

& balance 20% will be release only after

- execution of written contract.

- satisfactory installation commissioning of the equipment. The Performance Certificate of equipment shall be issued by competent authority/ Concerned HOD of User department.
- Also, user department shall obtain satisfactory inspection report from EE (MEC) / AE (M&E).

**Validity:**

The Bid/Tender shall remain firm and valid at least for 180 days i.e. will be valid up to 180 days from the date of opening the Bid/Tender.

**Completion / Delivery period:**

The Bid/Tender shall include free delivery at Concern Dept., KEM Hospital, Parel, Mumbai – 400012 within 60 days from the date of receipt of purchase order. Installation of the equipment should be carry out within 30 days from the date of delivery of Equipment.

**Penalty:**

For failure to comply with the order placed for work / supply of the articles & installation of equipment within the stipulated period a penalty equivalent to 1/2% per week or part thereof on the value of the delayed work / supply of articles will be recovered from the contractors without making any reference to the contractors. The amount of the penalty will,, however, be subject to the maximum of 10% of the contract sum.

**General conditions of the contract:**

1. All items Price should include GST charges & any other charges.
2. The above equipment shall be new and manufactured from virgin materials.
3. It is mandatory to provide free installation & training for use of equipment.
4. The equipment should have warranty of three years as described in the terms and condition document. The warranty and CMC shall cover the list of spare parts and the rate of which shall be valid for total 8 years (warranty 3 years and CMC 5 years) irrespective of whether those are treated as consumables or otherwise. (Mentioned as per Technical Specification)
5. After the warranty period is over, five years Comprehensive Maintenance contract (CMC) will have to entered into with the terms and conditions mentioned in the documents as per BMC norms. List of spare parts / consumables will be submitted by supplier with cost freeze in advance for the warranty and CMC period
6. Training to Medical Electronics Cell Engineers / concern Engineer from servicing point of view and to user department from operating point of view is compulsory.
7. Supplier should submit all technical details in the form of technical brochures / leaflets for all the equipment proposed for supply and mentioned in the technical offer.
8. Please fill the Tender according to the specification & submit the mentioned certificate otherwise your Tender will be considered as invalid.

9. The Bidder shall include all taxes, duties and levies. No changes will be paid extra due to ignorance on the part of the Bidder.
10. The successful Bidder will be solely responsible for any damages to the Municipal property, accidents and injurious to human life of contractor's labourers or Municipal labourers, reinstatement of damage property and / or arrangement for the compensation to any loss or damages to human life or site, if caused, shall be reason ability of successful contractor.
11. It is essential on the part of the Bidder to collect full details/specifications of the material to be supplied.
12. The undersigned on behalf of Municipal Commissioner / Dean KEM Hospital reserves the right to accept or reject any or all Bid/Tenders, full or in part, without assigning any reason thereof.
13. Duly filled CONTRACT AGREEMENT FORM (attached herewith as ANNEXURE) shall be submitted within prescribed time limits, wherever specified, after awarding the contract to the successful contractor.
14. All the above conditions should be strictly adhered to failing which the tender will be treated as non-responsive and no correspondence will be entertained in the matter.

**SD/-**

**Head - CSR  
GSMC & KEMH  
K.E.M. Hospital**

**SD/-**

**HoD, Social Service Dept  
GSMC & KEMH  
K.E.M. Hospital**

**SD/-**

**HOD, Dept. of Orthopaedic,  
GSMC & KEMH  
K.E.M. Hospital**

**SD/-**

**Administrative Executive Officer  
GSMC & KEMH  
K.E.M. Hospital**

**Sd/-**

**Dy. Dean  
GSMC & KEMH  
K.E.M. Hospital**

**Sd/-**

**Dean  
GSMC & KEMH  
K.E.M. Hospital**



# Technical Specification for 7k Arthroscopy System & Instruments

## Camera Head:

- **Primary camera Head should be a Monobloc Camera, pre fixed with 30 Degree Arthroscopy.**
- **Camera Head Should have Buttons to control following Functions:**
  1. Camera Head should have image resolution of 3780 lines at 60FPs or above 25 Million pixels (25 Mega Pixels) with 7K resolution
  2. Camera head should have single cable for both Camera controller function & Light source protected with steel & rubber encasing to prevent accidental cut or kinking.
  3. Image Capture with one click of button.
  4. With Long Press of camera button it should record High Quality Video Recording.
  5. Camera Button should manage light boost Mode function.
  6. Camera should control touchless function to broadcast during live surgeries.
  7. Camera with press of a button should toggle between external cameras.
  8. Camera should have auto focus function
  9. Camera Should accommodate sterile cover to prevent contamination and condensation.
  10. Camera cover should protect tip of the scope
- **Camera Controller or Processor**
  1. Camera Controller Should be all in one processor with in built LED Light source.
  2. Camera controller should be able to connect additional external cameras.
  3. Camera Controller should have pen drive option for capturing still images and high- definition Videos.
  4. Camera controller should manage the size of image with Zoom in and Zoom out functions
  5. Camera Controller should have Ethernet option to broadcast live surgeries.
  6. Camera controller should be able to record patient details.
  7. Camera controller should be self-diagnosable to prevent trouble shooting.
  8. Camera controller should have touch less interface for presentations.
  9. Camera controller should be provided with water proof key board.
  10. Camera controller should have option to connect 3 Screens simultaneously.
  11. Camera system should have microphone connection option to enable bi-directional audio communication.
  12. Should be able to do wired and wireless transmission.
  13. Should be able to recognize camera head and auto adjust color, brightness and other functions accordingly.
- **Monitor**
  1. Should be 43” LED Medical Grade Monitor.
  2. Should have 7K resolution of 3780 lines or above 18 million mega pixels.
  3. Should be self-diagnosing for any trouble shooting.
  4. Should be skype enabled for un-interrupted audio communication.
  5. Should have PIP Mode.
  6. Should have STD Mode during Broadcast.
  7. Should have TV function.
  8. Should have in built camera and sensor for touch less interface.
  9. Should have DE pixelate function to remove dead pixels.
- **Other Accessories**
  1. Camera Cart should be capable of holding up to 43 “large Monitor.
  2. Camera Cart Should be non-metal and shock proof.
  3. Camera cart Should have an option to attach external arm to support recording of

open surgeries.

4. Camera cart Should have antistatic wheels with locking mechanism.
5. Camera cart should have inbuilt cables system, eliminating usage of other cables.
6. Camera Cart should have inbuilt isolating transformer to manage power fluctuations.
7. Camera cart should have necessary grounding/ equipotential cable.
8. Camera Cart should have 5 slots/ racks and locking storage drawer to accommodate other equipment's.
9. Camera System Should be provided with additional camera head, with universal coupler, which can accommodate 0<sup>0</sup>, 45<sup>0</sup> & 70<sup>0</sup> Scopes, 4mm, 5mm & 10mm dia.
10. Camera system should be provided with Open Vcam with 10mm X 30-degree scope for capturing open surgeries.
11. Camera system Should be provided with all cables required for Broadcasting and other functions.
12. Camera System Should have the option to connect Monobloc Laparoscopy Camera Heads in both 5mm and 10 MM Scopes.

### **General Specification**

1. Three-year comprehensive Warranty to be followed by 5 years CMC. Technical support required spares and consumables should be ensured for two years after initial 3+5 years period is over.
2. It should be CE Certified along with declaration of conformity or US FDA approved.
3. Demonstration of quoted model is compulsory.
4. Power supply 230 V  $\pm$  15%, 50 HZ  $\pm$  3%.
5. Service training to M&E Engineer and Operational training to user department.
6. Operating and detailed service manual should be provided.
7. Tropicalization: Operating Temperature: 40°C  
Storage Temperature 60 °C.  
Relative Humidity: up to 90% non-condensing.

Sd/-  
**HOD (Orthopaedic Dept.)**  
**KEM Hospital**

Sd/-  
**AE (M&E)**  
**KEM Hospital**

Sd/-  
**Dean**  
**KEM Hospital**

## Tender Form

(To be uploaded in PACKET A)

To,

The Dean

KEM Hospital Parel Mumbai-12

Sir,

**1.I / We**..... (full name in capital letters starting with surname), the Proprietor /Managing Director / Holder of the business for the establishment / firm / registered company named herein below do hereby state that I / We have read, examined and understood the contents of following documents relating to ....

1. Invitation to Tenderers
2. Instructions to Vendors participating in e-Tender Process
3. Flow of activities of e-Tender
4. Important General Conditions and Instructions to Tenderers
5. Items Descriptions
6. Scope of supply and Technical Specifications
7. Contract Agreement form (Proforma for Article of Agreement)
8. Annexures
9. Details of the BOQ in Bid: - (Rate to be filled by Tenderer in commercial offer)
10. Corrigendum if any

**2. I / We** have examined the details/ specifications of supply to be made and noted all the terms and conditions and accordingly hereby e-tender for execution of the supply referred to in the aforesaid documents, at the rate quoted for respective item in the item data in SRM.

**3. I/ We** have paid the Earnest Money Deposit (E.M.D.) online for INR..... and we are aware that this EMD shall not bear any interest till it is with BMC.

**4. I / We** also agree to keep this e-Tender open for acceptance for a period of **180 days** from the date for opening the same and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.

5. I/We hereby further agree to execute agreement in the prescribed pro-forma and shall bear all the charges of whatsoever nature in connection with the preparation, Stamp Duty and execution of the said contract.

6. I / we have offered our rates in the prescribed format and uploaded it along with the bid document.

7. I/We further state that I/We have separately furnished an undertaking / declaration in the form with regards to agreeing to the terms and conditions in corporate in the bid documents and various declarations as per requirement of BMC and I/We shall abide by them all respect throughout the period of contract.

Yours faithfully,

Address:

.....  
.....  
.....

**Full Signature of the tenderer with**

**Official Seal and Address.**

1. ....
2. ....
3. ....
4. ....

Full Names and Residential Address

of all the partners constituting The firm:

1. ....
2. ....
3. ....
4. ....

**ANNEXURE - "A"**

**Bidder Profile**

**Particular of Bidder (To be submitted in Bidder's Letterhead)**

<b>Sr. No.</b>	<b>Description</b>	
1.	Name of the Bidder	
2.	Postal Address	
3.	Telephone Numbers	
4.	Fax Numbers	
5.	Constitution of the Company	
6.	Name & Designation of the person authorized to make commitments to the Municipal Corporation of Greater Mumbai	
7.	Email Address	
8.	Year of commencement of business	
9.	Turnover of the company for last 3 years	
11.	GST registration Number	
12.	PAN Document Number	
13.	Mention all the third party certification (please enclose the copies of the certificates)	

14.	Brief Description of facilities available with the bidder	
15.	Payment to be made	
16.	Bank Details.	
17.	Quoted Equipment Make & Model	
18.	Name & Address of Manufacturer	
19.	Country of Origin	

**Signature & Seal of the Bidder**

**Annexure- C**

(On Rs. 500/- Stamp Paper)

**DECLARATION CUM INDEMNITY BOND**

I, \_\_\_\_\_ of \_\_\_\_\_, do hereby declared and undertake as under.

1. I declare that I have submitted certificates as required to Executive engineer (Monitoring) at the time of registration of my firm/company \_\_\_\_\_ and there is no change in the contents of the certificates that are submitted at the time of registration.
2. I declare that I \_\_\_\_\_ in capacity as Manager/Director/Partners/Proprietors of \_\_\_\_\_ has not been charged with any prohibitory and /or penal action such as banning (for specific time or permanent)/de-registration or any other action under the law by any Government and/or Semi Government and/or Government undertaking.
3. I declare that I have perused and examined the tender document including addendum, condition of contract, specifications, drawings, bill of quantity etc. forming part of tender and accordingly, I submit my offer to execute the work as per tender documents at the rates quoted by me in capacity as \_\_\_\_\_ of \_\_\_\_\_.
4. I further declare that if I am allotted the work and I failed to carry out the allotted work in accordance with the terms and conditions and within the time prescribed and specified, BMC is entitled to carry out the work allotted to me by any other means at my risk and cost, at any stage of the contract.
5. I also declare that I will not claim any charge/damages/compensation for non-availability of site for the contract work at any time.
6. I declare that I will positively make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge.

**Signature of Tenderer/Bidder**

**ANNEXURE - D**

**Articles of Agreement**

**For the purchase of materials/equipment's**

**& Job work /Repair work**

**E-Bid No/E-Tender no.:** \_\_\_\_\_

**Dean's Sanction No.** \_\_\_\_\_ **Dated** \_\_\_\_\_ **Contract**

**for the Supply / work of:** \_\_\_\_\_

THIS AGREEMENT MADE ON THIS \_\_\_\_\_ Day of \_\_\_\_\_ Two Thousand \_\_\_\_\_ Between \_\_\_\_\_ (Partner /Proprietor's Full Name) in habitant/s of Mumbai, carrying on business at in Mumbai under the style and name of Messer's \_\_\_\_\_ for and on behalf of himself / themselves, his / their heirs, executors, administrators and assigns ( Hereinafter called „ the Contractor/s“) of the FIRST PART and Shri./Smt. \_\_\_\_\_ the Dean (KEM) in which expressions are included unless such inclusion is inconsistent with the context or meaning therefore, include Dean (KEM) and any officers of Municipal Corporation of Greater Mumbai authorized by the Dean (KEM) and shall also include their successors & assign / assignee for the time being holding office, of the SECOND PART and the Municipal Corporation of Greater Mumbai (Hereinafter called , the Corporation“) of the THIRD PART. WHEREAS the Municipal Commissioner for Greater Mumbai has interallia deputed under Section 56 and 56 (b) of the Mumbai Municipal Corporation Act 1888 his powers, functions and duties under the provisions contained in Chapter III of the Mumbai Municipal Corporation Act 1888 to the Dean (KEM) AND WHEREAS the Dean (KEM) in pursuance of the power vested in him / her under the provisions of the Mumbai Municipal Corporation Act 1888 and in accordance with the provision of the said Act, recently invited Tender for supply of the \_\_\_\_\_

\_\_\_\_\_ mentioned in the schedule / specification here to annexed. AND WHEREAS the contractor/s has/have submitted Tender for the Supply of the said \_\_\_\_\_ and / or work thereof and his / their said Tender was accepted by the Dean (KEM) on the Terms and Conditions hereinafter specified. AND WHEREAS the said Contractor/s has / have paid deposit of Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ ) in the office of Dean (KEM) as Contract Deposit for the due and faithful performance of this contract OR has



/ have furnished the General Undertaking and Guarantee for Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_) of Bank, for the payment interalia of the said amount of the Contract Deposit in the office of Dean (KEM) for the due and faithful performance of this contract. NOW THESE PRESENTS WITNESS and it is hereby agreed and declared between and by the parties hereto as follows:

**1. Contract Period** That this Contract shall be deemed to have commence as from and after \_\_\_\_\_ Day of \_\_\_\_\_ Two Thousand \_\_\_\_\_ and shall continue in force, subject to the power of the Dean (KEM) for the time being to determine the same previously as hereinafter mentioned until \_\_\_\_\_ Day of \_\_\_\_\_ Two Thousand \_\_\_\_\_ or until such time as the Supply herein mentioned and shall have been completed and certified for by the Dean (KEM) / purchasing Officer as being of good quality and in good working order.

**2. Contract deposit.** Successful tenderer shall have to pay a contract deposit @ 5% of the total contract cost either in the form of DD or in the form of Bankers' Guarantee from the Bankers approved by the Municipal Corporation of Greater Mumbai & same will be retained 6 months after completion of contract period.

**3. Supply to be made according to the Order** The contractor/s shall, During the continuance of this contract, from time to time and at all times as and when the same shall be indented for, or by any officer of the Corporation authorized in that behalf (such purchase order shall be in writing and signed by the said officer) supply/execute and do or cause to be executed and done according to the directions and to the entire satisfaction of the officers of the Corporation authorized in that behalf within the stipulated period after receipt of the respective purchase orders in such quantities as may from time to time be placed, such of the articles specified in the schedule hereunto annexed or carry out any or all works comprised in this Contract which the Contractor/s may be called upon to do at the rates set opposite to the said respective articles/works in the said Schedule. **3(a). Failure to execute Orders** If the Contractor/s fail to comply with the orders and / or carry out the work within the period stipulated, the Municipal Commissioner / Dean (KEM)/ purchasing Officer shall exercise his discretionary powers to recover from the Contractor/s as agreed, liquidated damages or by way of penalty as may deem reasonable under the circumstance and the same shall be recovered from any dues of the Contractor/s, with the BMC. **3(b). Period** Unless otherwise stated elsewhere in this Contract, goods shall be delivered by the Contractor/s within stipulated period from the date of receipt of Order by the Contractors.

**4. Place of Delivery** The articles/provisions so indented for, unless otherwise specified, shall be delivered by the Contractors at the indenting office of BMC, located within the limits of Greater Mumbai or outside city divisions as may be mentioned in the respective indents for the same and all charges for the carriage and delivery thereof, and stacking to or at such place or places, measuring the quantities in the manner specified testing qualities and soundness of materials for workmanship of all parts of the said articles at the time of delivery in such manner as may be directed by the authorized Municipal officer, replacing damaged or defective part/s of the articles shall be borne by the Contractors. No expenses and no risk of any description shall be borne by the Corporation until actual delivery of the materials shall have been taken by the Corporation. The Contractors shall exercise all possible care while delivering and stacking the materials within BMC's premises. The cost of any damage done by the Contractors or their agents to BMC's property while delivering and stacking the materials shall be recovered from their bills or any other outstanding dues. The materials shall be delivered by the contractors as per the convenience of the individual user department.

**5. Quality** All articles supplied by the Contractor/s in accordance with this contract, shall be new and of the best quality of their respective kinds, in accordance with the Municipal samples or specifications, if any and of the exact size, kind and description required and shall be subject to the approval of the party or parties signs the same and in case of their not being approved shall be liable to be rejected.

**6. Quantity** The quantity in the tender is based on probable student strength as on June 2015 and hence it is approximate. The grand total of quantity mentioned in item data may increase or decrease by 10%. The Corporation agrees to purchase the articles valued at not less than 25 percent of the total amounts of the contracts.

**7. Maintenance contract for AMC/CMC (if applicable as per the case)**

**Service and annual maintenance contract:**

The successful bidder shall have to enter into Annual Maintenance Contract for at least five years after the completion of guarantee period of 36 months at the rate of 3% of equipment cost per year, rate will be fixed for 5 years. The Annual Maintenance Contract shall include the repair and maintenance of equipment and plant and all accessories supplied by the tenderer as a part of this tender. It is the responsibility of the tenderer to see that the equipment and all accessories are maintained in proper functioning condition, whether any spare parts/accessories be manufactured by the tenderer or not.

- e) The tenderer should assure an up-time guarantee of at least 96% (calculated on the basis of 24 hours a day and seven days a week). During AMC period, the Service Engineers will have to make 04(four) compulsory Quarterly visits per year for preventive maintenance while breakdown calls (unlimited) will be attended within 72 hours (3 days) from the date & time of lodging of complaint with the Service Engineer through phone / fax/person/post/courier/e-mail. A service call shall be attended even on Sundays and Public Holidays. The complaint /message will be sent to the address given in this contract as well as in supply order.
- f) If the breakdown is attended and rectified within 120 hours (5 days) at our sites, no penalty/ deduction will be made from the AMC bill.
- g) If it is not rectified within 120 hours (5 days) i.e. stipulated time by the Service engineer at our site, deduction will be made @ double the prorata basis AMC charges per day from the bill after allowing stipulated period of 120 hours i.e. 5 days.
- h) If the problems are required to be rectified at Service Centre site /workshop / premises, additional 7 days period will be allowed i.e. total 10 days from the day of initial breakdown report. Normal AMC charges for additional 7 days period will be deducted from the bill of AMC on prorata basis. If the equipment is not made available in all respect after rectification from the Service Centre site/ premises within 10 days, there will be a provision to deduct @ double the AMC charges/ day on prorata basis from the bills for delayed period.

If Only cost of spare parts and consumables will be paid separately as per the rate quoted for spares & consumable as per list uploaded while submission of tender

**OR**

**Service and comprehensive maintenance contract:**

The successful tenderer shall have to enter into comprehensive Maintenance contract for at least five years after the completion of guarantee period of 36 months at the rate of 5% of equipment cost per year, rate will be fixed for 5 years. The comprehensive Maintenance contract shall include the equipment and all accessories supplied by the tenderer as a part of this tender. It is the responsibility of the tenderer to see that the equipment and all accessories are maintained in proper functioning condition by providing spare parts where required, whether such spare parts/accessories be manufactured by the tenderer or not.

- e) The tenderer should assure an up-time guarantee of at least 96% (calculated on the basis of 24 hours a day and seven days a week). During CMC period, the Manufacturer's Service Engineers will have to make 04(four) compulsory Quarterly visits per year for preventive maintenance while breakdown calls (unlimited) will be

attended within **72 hours (3 days)** from the date & time of lodging of complaint with the Service Centre through phone / fax/person/post/courier/e-mail. A service call shall be attended even on Sundays and Public Holidays. The complaint /message will be sent to the address given in this contract as well as in supply order.

- f) If the breakdown is attended and rectified within 120 hours (5 days) at our sites, no penalty/ deduction will be made from the CMC bill.
- g) If it is not rectified within 120 hours (5 days) i.e. stipulated time by the Service Engineer at our site, deduction will be made @ double the prorata basis CMC charges per day from the bill after allowing stipulated period of 120 hours i.e. 5 days.
- h) If the problems are required to be rectified at Service Centre site / workshop / premises, additional 7 days period will be allowed i.e. total 10 days from the day of initial breakdown report. Normal CMC charges for additional 7 days period will be deducted from the bill of CMC on prorata basis. If the equipment is not made available in all respect after rectification from the Service Centre site/ premises within 10 days, there will be a provision to deduct @ **double the CMC charges/ day on prorata basis from the bills for delayed period.**

**8. Penalty for Inferior Supply** If the articles supplied are found of inferior quality or not as per the specification, when tested through Govt./Govt. approved Lab / having NABL accreditation and test reports are not found in consonance with the parameter mentioned in the specification of the tender, the supply shall be rejected and i) If the default committed by the tenderer/supplier is of first time he is liable for penalty up to 20% of the total purchase cost and ii) If the default committed is of second time, the firm shall be blacklisted for a period of three years and iii) If the default committed is of third time or more than that, the firm shall be permanently blacklisted.

**9. Replacement of Rejected Materials** Tenderer/contractor shall have to replace rejected Material with approved one. The supplier should remove the rejected Material within 15 days failing which the same will be disposed off by M.C.G.M. at the risk and cost of contractors without any further correspondence in this regards.

**10. Rejection & appeal:** Dean (KEM) or the purchasing officer, shall not be bound to assign any reason in case of his rejecting the materials or articles supplied by the contractors, but the decision of the said rejecting authority shall be subject to appeal to the Commissioner, whose decision as to Whether the said articles shall be accepted or rejected shall be final and binding on the Contractor(s).

**11. Fees** The contractors shall pay such fees as may be decided to be levied by the Commissioner in connection with the inspection, and field /or laboratory tests of materials supplied by the contractors. Such payment will however, be enforced only in the event of the articles supplied and analysed, being found to be inferior to specifications or stipulated quality. Unless otherwise stated elsewhere in this contract, the materials destroyed partly or fully, during the process of inspection or testing shall be replaced by the contractor free of cost.

**12. Risk & Cost Purchase** In case the Contractor/s, shall at any time during the continuance of these presents fail to supply satisfactorily any of the said articles within the prescribed time as herein provided, or in case shall fail at once to replace any articles that may have been rejected as herein provided with other of approved quality, the Commissioner shall be at liberty forthwith to procure the same in the open market at the risk and cost of the contractor/s. Similarly if the work underlying the contract is not executed satisfactorily within the stipulated period, or after the same having been disapproved wholly or partly is not rectified or re-done to the satisfaction of the Officer in Charge within the said specified period, the Commissioner shall get the same executed or rectified or re-done through any other agencies, at the entire risk of the contractor/s as to cost and consequences. The extra cost thereof (if any) and all expenses there thereby incurred which shall include a minimum charges of 5 per cent, in all cases of default, which may be raised to a maximum of 15 per cent, in special cases at the discretion of the Commissioner shall be payable by and/or may be deducted from any moneys due or to become due to the Contractors under this or any other contract between the contractors and the Corporation. The Commissioner may, however, fix such other subsequent date as he may think fit by which the delivery of the said articles or execution of the said work shall be completed.

**13. Articles can be brought from elsewhere** The Corporation shall be under no obligation to purchase from the contractors all or any of the articles specified in the said schedule or otherwise, but only such articles and those in such quantities, as may from time to time be indented for on the contractors by the purchasing Officer. The Commissioner has the option of purchasing any of the articles from the market or other Contractors or elsewhere.

**14. Submission of Bill** The Contractor/s shall on completion of the delivery of the articles or completion of the work mentioned in the respective order, present his/their bills in duplicate to the purchasing officer within 8 days from the date of the completion of such delivery/work.

**15. Monetary dealings with the Municipal Employees** The Contractor/s shall not lend to, or borrow from, or have or enter into any monetary dealings or transactions, either directly or indirectly, with any Municipal Employees, and if he / they or any of them shall do so, the

Municipal Commissioner shall be entitled to forthwith terminate this contract and forfeit the Earnest Money Deposit / Contract Deposit without prejudice to the other rights and remedies of the Corporation, claim damages from the Contractor/s for the breach of the Contract.

**16. Breach of Contract** In case of failure on the part of the Contractor/s at any time during the continuance of this Contract to comply with any of the condition herein contained or in case of any breach whatsoever of any portion of this contract, the Commissioner shall be at liberty, absolutely to determine the same by giving, the Contractor/s one calendar month's previous notice in writing of his intention to do so, and in such case the Contractor/s shall be responsible for and shall make good to the Corporation all loss, cost and damage of every description which the Corporation may sustain in consequence of such failure or breach or determination of the Contract and without prejudice to generality of the foregoing, the said sum of Rs. \_\_\_\_\_ deposited as security as aforesaid shall be absolutely forfeited to the Corporation as liquidated damages for such failure or breach or determination of the contract.

**17. Dissolution of the Contract** The Contractor/s shall not at any time dissolve partnership in respect of this contract or otherwise, change or alter their respective interests therein or assign, sublet or makeover the present contract or the benefit thereof or any part thereof to any person/s whomsoever without the previous consent in writing of the Municipal Commissioner for the time being. In case the Contractor/s shall at any time commit any breach of this covenant then the security Deposit shall be forfeited to the Corporation and shall be retained by the Corporation as and for liquidated damages.

**18. Disputes etc. to be decided by the Commissioner** If any dispute or difference shall arise between Dean (KEM) or other officer aforesaid on the one hand and the Contractor on the other hand, concerning the supplies to be made by the contractor/s under these presents or any of them or the quantity or quality thereof the delivery, stacking measurement, weighment or making thereof or other action taken, or purporting respectively to have been imposed or taken under these presents, or regarding any default or alleged default or illegal or improper action on the part either of the Contractor or Dean (KEM) or the Officer aforesaid or the mode of carrying out and giving effects to the provisions of these presents, or concerning the meaning or intention of this contract or of any part thereof, or concerning any certificate or order made or purporting to have been made there under, or in any ways whatsoever relating to the interest of the Corporation or of the contractor, every such dispute and difference shall from time to time be referred to, and be settled and decided by the Commissioner, who shall be competent to enter upon the subject matter of such dispute or difference with or without formal reference or notice to the Contractor or others concerned, or any of them and who shall decide and

determine thereon; and to the Commissioner shall also be referred to the settlement of this contract and the determination of the sum or sums or balance of money to be paid or received from the Contractor by the Corporation.

**19. Commissioner's direction & decisions to be final and binding** The directions, decisions, certificates, order and awards given and made on such reference as aforesaid of the Commissioner (which said directions, decisions, certificates, orders and awards respectively may be made from time to time) shall be final and binding upon the Corporation and the Contractor respectively and shall not be set aside on account of any technical or legal defects therein or in the contract, or on account of any formality, omission, delay, or error of proceedings or on any other ground or for any pretence, suggestion, charge, insinuation of fraud, collusion or confederacy or otherwise, howsoever, and it shall not be competent for the contractor of the Corporation to expect to any hearing or determination before or of the Commissioner or to any certificate, order or award by the Commissioner on the ground of any want of jurisdiction or excess of authority or irregularity of proceeding, but all matter made the subject of any such hearing or determination or included in any certificate, order or award, and whether of retrospective or prospective operation or effect, shall be deemed to have been properly submitted to the Commissioner and be taken to have been properly adjudicated upon.

**20. The Commissioner not compellable to defend or answer any suit relating to any certificate or award made by him.** The Commissioner shall not be made a party to or be required to defend or answer any action, suit or proceedings at the instance of the Corporation or the Contractor nor shall be compellable by any proceeding whatsoever to answer or explain and matter relating to any certificate or award made by him or to state or show how or why or on what grounds he settle, ascertained or determined or omitted to settle, ascertain or determine in any matter whatsoever, nor shall he be compellable to state or give his reasons for any proceeding whatsoever which he may take or direct to be taken in or about the premises, or show to any person or persons for any purpose whatsoever any document whatsoever or any calculations or memoranda whatsoever in his possession or power relating thereto.

**21. Corporation's lien over all moneys due to the Contractor or his deposit** The Corporation shall have a lien on over all or any moneys that may become due and payable to the Contractor/s under these present and or also on and over the deposit or security amount or amounts made under this contract and which may become repayable to the Contractor/s under the conditions in that behalf herein contained, for or in respect of any debt or sum that may become due and payable to the Corporation by the Contractor/s either alone or jointly with another or others and either under this or under any other contracts or transactions of any nature

whatsoever between the Corporation and the Contractor/s and also for or in respect of any Municipal Tax or Taxes or other money which may become due and payable to the Corporation by the Contractor/s either alone or jointly with another and others under the provisions of the Mumbai Municipal Corporation Act 1888, or any other Statutory enactment or enactment in force in modification or substitution thereof. AND further that the Commissioner on behalf of the Corporation shall at all times be entitled to deduct the said debt or sum or tax due by the Contractor/s from the moneys, security or deposit which may become payable or returnable to the Contractor/s under these presents provided however that nothing in this clause shall apply to any moneys due and payable by the Contractor/s in his/ their capacity as a trustee/s either alone or jointly with others. The provisions of these conditions shall also apply and extended to the Banker's Guarantee if any given by the Contractor/s either in addition to or in substitution of the cash or contract deposit to be made under this contract.

**22. Termination of the Contract** These presents in every clause matter and thing herein contained shall cease and determine on the.....Two Thousand..... (Unless the same shall have been previously determined by the Commissioner as hereinbefore provided) except only as to the rights and remedies of the parties hereto in respect of any clause or thing herein contained which any have been broken or not performed

**23. Return of the Contract Deposit:** If the Contractor/s shall duly and faithfully carry out this contract and shall duly satisfy all claims properly chargeable against him / them hereunder the said sum of Rs.\_\_\_\_\_ shall be returned to the Contractors and any balance due to the Contractor/s under these present shall at the same time be paid to him / them .

**24. Banker's Guarantee** In the event of the said deposit of Rs.....having been made by the Contractors by delivery to the Commissioner of the General Undertaking and Guarantee of the Bankers of the contractors and of the contractors and of the Contractors under any of the provisions of this Contract becoming subject to or liable for any penalty or damages liquidated or unliquidated or of the said deposit of Rs.....becoming forfeited as hereinbefore mentioned then and in any such case the amount of any such penalty or damages and the deposit so forfeited if not previously paid to the Commissioner shall immediately on demand be paid by the said Bankers to and may be forfeited by the Commissioner under and in terms of the said General Undertaking and Guarantee. If no penalty or damage of forfeiture of deposit shall be exacted or claimable from or against the Contractors under this Contract the Contractors and the Bankers shall at the expiration of this contract be freed and released from the obligations of the said General Undertaking and Guarantee in respect of this contract without



prejudice, however, to the continuing liability of the Contractors and of the said Bankers and the right of the Commissioner and/or the Corporation to claim under the said General Undertaking and Guarantee for or in respect of any other subsisting Tender or Contract entered into by the Contractors with the Commissioner and/or the Corporation.

**25. Partnership** Every receipt for money which may become payable or for any security which may become transferable to the Contractors under these presents shall if signed in the partnership name by any one of the Contractor/s be of a good and sufficient discharge to the Commissioner and Corporation in respect of the money or security purporting to be acknowledged thereby and in the event of the death of any of the contractors, during the pendency of this contract it is thereby expressly agreed that every receipt by any of the surviving Contractor/s shall if so signed as aforesaid, be a good and sufficient discharge as aforesaid. PROVIDED that nothing in this clause contained shall be deemed to prejudice or affect any claim which the Commissioner or Corporation may hereafter have against the legal representatives of any Contractor/s so dying or in respect of any breach of any of the conditions thereof, PROVIDED ALSO that, nothing in this clause contained shall be deemed to prejudice or affect the respective rights or obligations of the Contractor/s and of the legal representatives of any deceased Contractor/s inter se.

**26. Charges** All costs, charges and expenses incurred in connection with this contract including stamp duty and all other disbursements, shall be paid by the Contractor/s.

**27. Singular – Plural** Words in the Singular number shall include the plural and plural the singular.

**28. Meaning** The Word „The Municipal Commissioner“ or „Commissioner“ wherever they occur in this Tender or in the Contract shall be construed to mean „Additional Municipal Commissioner,, or „, Dean (KEM)“.

**29. Acknowledgement** Every notice served upon any one of the Contractor/s in pursuance of the Terms and Conditions of this Contract shall be deemed to have been duly served upon the Contractor/s if it is addressed to the place of the Contractor/s given by them and duly posted, even if the same may not have actually reached / received by them

**30. Penalty** If the contractor fails to comply with the order within the delivery, installation and commissioning period stipulated, the Municipal Commissioner/ Dean (KEM)/ Purchasing Officer shall exercise his discretionary power either :- (a)To recover from contractor as agreed, the liquidated damages or by way of penalty a sum not exceeding half percent of the price of

the equipment/ material which the contractors has failed to deliver as aforesaid per week or part thereof during which the delivery of such equipment / material may be in arrears subject to maximum limit @ 10% of the balance amount of the stipulated price of the equipment undelivered. Such penalty is to be deducted always by the consignee from the contractors balance bill, B.G. or EMD or any money due to the contractor from BMC. OR (b)To purchase from elsewhere after giving due notice to the contractor on that account and at his risk, stores not delivered or otherwise of a similar description without cancelling the contract in respect of the consignment not yet due for delivery. OR (c)To cancel the contract and orders and forfeiture of EMD, contract Deposit and blacklisting the firm/company along with their partners/ directors.

**31. Scope of the Contract** And where it is further hereby agreed between the parties of all the parts herein that the Terms and conditions of the Instructions to the Tenderers including the Annexures thereof and the specification of the articles/work shall form parts & parcel of these Contract Agreement

**32. Operation of the Contract Clauses** the Dean (KEM) or his / her successor/s for the time being holding the office of the Dean (KEM) shall be the competent officer to operate the various clauses under this contract and to sign and serve notices under the various clauses of the said contract. All such notices signed by the Dean (KEM) shall be deemed to have been signed by the Municipal Commissioner or Addl. Municipal Commissioner or the Dean (KEM)

**Signature, name Signed, Mahaand delivered by and address of witness**

The said Contractors, Shri/ Messers \_\_\_\_\_

In the presence of:

1) \_\_\_\_\_

2) \_\_\_\_\_

**Contractor**  
(Along with Seal of the Company)

And by the Dean (KEM Hospital), Shri. \_\_\_\_\_

In the presence of:

1) \_\_\_\_\_

2) \_\_\_\_\_

**Dean (KEM Hospital)**

Date:

**Subject - SITC of 7k Arthroscopy System & Instruments (1 Unit) at Orthopaedics of KEM Hospital through CSR Fund received in PBCF Dept. of KEM Hospital. along with Standard accessories and CMC for five years after the completion of warranty of three years.**

**Mahatender Id - 2025\_MCGM\_1139810.**

**TRI PARTY AGREEMENT BETWEEN BMC, MANUFACTURER AND SUPPLIER**

This agreement made on this the ..... day of ....., between Dean, KEM Hospital, Poor Box Charity Fund, Room No. 56, Old Building, King Edward Memorial Hospital, Parel, Mumbai **India** hereinafter referred to as the PURCHASER (1<sup>ST</sup> Party) and..... a trust (hereinafter referred to as the “SUPPLIER” which expression where the context admits shall include its successors in interest and assigns of the other part.....

.....  
(2<sup>nd</sup> party) and M/s.....

.....  
(3<sup>rd</sup> Party as Principle).

Whereas as the PURCHASER is desirous that Supply, Installation, testing and commissioning of the equipment & accessories be done by supplier or manufacturer as per the terms and conditions laid out in terms and conditions document of the PURCHASER. Purchaser will follow standard practices as per the terms and condition laid out in the terms and conditions document to evaluate the MAHATENDER submitted by the suppliers or manufacturers. Supplier who unconditionally accept all the terms and conditions of the purchaser will be eligible to MAHATENDER.

All the suppliers (distributors) have to be authorized by the manufacturers and manufacturers indemnifies that all the terms are acceptable to them as well.

Manufacturer has accepted the MAHATENDER terms and conditions submitted by his Distributor /Dealer / Importer /Traders/agent for the Comprehensive/Annual Maintenance Contract & Supply Order terms under reference and whereas the Distributor /Dealer / Importer /Traders/agent has agreed to execute the CMC/AMC on the BMC term and conditions, terms and condition as hereinafter referred to at a comprehensive/ annual maintenance cost (Inclusive of all taxes).

And whereas various General, technical & commercial negotiation/ correspondences took place between SUPPLIER & PURCHASER as a result of which SUPPLIER’S final offer has been accepted and whereas supply order has already been issued to the SUPPLIER by the PURCHASER vide Ref.no. \_\_\_\_\_ which has been duly accepted by the SUPPLIER.

NOW THIS AGREEMENT WITNESSED & THE PARTIES AGREES AS FOLLOWS:

1. In pursuance of the agreement and in consideration of Rate only as payable to the Manufacturer/ Supplier, the Manufacturer/ Supplier shall start commence the work in the manner as stated in the agreement.
2. The parties hereunder shall respectively and faithfully abide by the terms and conditions and stipulations contained in this agreement and perform / discharge their part of the obligation of the agreement accordingly.
3. The agreement shall be executed within the purview of the Indian Laws.
4. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of agreement herein before referred to.
5. The three sets of agreement shall be signed & 1 set of agreement shall remain with the PURCHASER, SUPPLIER and with Principle i.e. OEM.
6. IN WITNESS WHEREOF the parties have hereunto set their respective hand seals at Mumbai on the date, month and year first above written.
7. The Supplier has agreed for 5 years CMC / AMC (with spares) for preventive and breakdown maintenance of the supplied equipment and its accessories in order to ensure proper functioning of the equipment. The CMC / AMC period will start only after successful completion of warranty period of three years which is further extendable as per DOWNTIME PENALTY clause stipulation as under.

During warranty period of 3 years i.e. 36 months from the date of satisfactory commissioning / installation of the equipment, log book will be maintained at the **User Department**. If the availability of the equipment, during warranty period, falls below 96% i.e. assuming 351 working days in the year of 365 days and similarly 1051 days in three years, the warranty period will be extended for the breakdown days the equipment remains breakdown minimum 96% availability of the equipment in terms of working days.

**CMC/ AMC Charges:** The CMC/AMC charge which has stipulated as per BMC circular No. **Director/MEMH/2018/IMP, dated 05.05.2016** has been agreed by all the executors. The charges for CMC/ AMC (with spares) for 5 years for total unit & will start after successful completion of 3 years warranty period.

8. **Scope Of Work:** The scope of work under this agreement for CMC/AMC will be as under:
  - a) The CMC/AMC will be effective from the day after successful completion of warranty/ guarantee period. During CMC/AMC period, the Service Engineer will have to make 04 (four) compulsory Quarterly visits per year for preventive maintenance while breakdown calls (unlimited) will be attended within 72 hours (3 days) from the date & time of lodging of complaint with the supplier / principle through phone / fax/person/post/courier/e-mail. The complaint/message will be sent to the address given in this contract as well as in supply order.
  - b) If the breakdown is attended and rectified within 120 hours (5 days) at our sits, no penalty/ deduction will be made from the CMC/AMC bill.
  - c) If it is not rectified within 120 hours (5 days) i.e. stipulated time by the supplier at our site, deduction will be made @ double the prorata basis CMC/AMC charges per day from the bill after allowing stipulated period of 120 hours i.e. 5 days.
  - d) If the problems are required to be rectified at Service Centre site/workshop/premises, additional 7 days period will be allowed i.e. total 10 days from the day of initial breakdown report. Normal CMC/AMC charges for additional 7 days period will be deducted from the bill of CMC/AMC on prorata basis. If the equipment is not made available in all respect after rectification from the Service Centre site/ premises within 10 days, there will be a provision to deduct @ **double the CMC/AMC charges/ day on prorata basis from the bills for delayed period.**
  - e) The CMC/AMC will be comprehensive and it will include supply, fitment, Maintenance, repair of the equipment, its parts. Arrangement of spares will be the sole responsibility of the Principle Manufacturer and / or its Distributor /Dealer / Importer /Traders/agent (in case of imported item) for which no extra charges will be paid to the party by BMC as it has already been incorporated in CMC/AMC charges.

- f) In the event of failure of the Dealer/Indian distributor/importer/Trader/agent to execute the CMC/AMC as per agreed TENDER terms and conditions, the entire responsibility to execute the CMC/AMC will be on the Principle Manufacturer/OEM as per BMC rules only.
- g) In case the Principle Manufacturer changes the Distributor /Dealer / Importer /Traders/agent, it will be the sole responsibility of the Principle Manufacturer/OEM to communicate the same immediately to BMC management to get the CMC/AMC executed uninterrupted through their reappointed/nominated Distributor /Dealer / Importer /Traders/agent to ensure that there is no discontinuation of the CMC/AMC due to change/re-appointment of Distributor /Dealer / Importer /Traders/agent etc.
- h) The responsibility of supply, installation, testing and commissioning of medical equipment's along with 3 year's warranty and 5 years Comprehensive Maintenance Contract / Annual Maintenance Contract (As applicable) shall be of Manufacturer and Distributor /Dealer / Importer /Traders/agent **JOINTLY AS WELL AS SEVERALLY**.
- i) No advance payment will be made to the supplier on a/c of CMC/AMC rather; the payment of AMC/CMC of the medical equipment's shall be made on six monthly basis subject to satisfactory completion of maintenance and servicing activities. In case of no Breakdown, failure in providing Quarterly Preventive Maintenance service will lead to non-payment of proportionate CMC/AMC charges for that six month's payment.
- j) This is a firm & fixed price agreement for CMC/AMC till CMC/AMC period. No taxes, duties etc., shall be reimbursed by the PURCHASER separately on this account and no variation/escalation shall be applicable during agreement period.

The CMC/AMC charges are exclusive of Service Tax/VAT which will be paid at actual by BMC separately during the CMC/AMC period.

- k) I/We..... (Manufacturer) and  
I/We..... (Distributor /Dealer /  
Importer /Traders/agent) hereby further state and declare that I/We are

- not declared insolvent any time in the past.
- not debarred/ black listed by either M.C.G.M. / central Govt. / state Govt. / Public sector undertaking/any other Local body from start date of tender notice.
- not convicted under the provision of IPC or Prevention of Corruption Act., nor any criminal case is pending against me/us in any court of law.

**Settlement of Disputes:** It is incumbent upon the supplier/Principle OEM to avoid litigation and disputes during the course of the execution. However, if such disputes take place between the contractor and the BMC department, effort shall be made first to settle the disputes at the BMC level.

The supplier/Principle OEM should make request in writing to the BMC for settlement of such disputes /claims within 30 (thirty) days of arising of the cause of disputes/claim failing which no disputes/claims of the supplier shall be entertained by the company.

If differences still persist, in case of parties other than Govt. agencies the redresses of the dispute may be sought in the Court of Law in Mumbai Jurisdiction only.

“The Supplier shall familiarize with the orders of the State/ Central Govt. applicable to the work, payment of wages Act, Workman’s Compensation Act, Contract Labour (R&A) Act etc. and shall be fully responsible and liable for due observance of the same.”

**SIGNED, MAHA& DELIVERED**

By the said Supplier (2<sup>nd</sup> party)

For M/s.

Signature\_\_\_\_\_

Name: -

Designation:

Address:

By the said (3<sup>rd</sup> party)

For MANUFACTURER/OEM

By the said (1<sup>st</sup> party)

For BMC

Dean, PBCF, KEM Hospital

Signature\_\_\_\_\_

Name:

Designation:

Address:

**IN THE PRESENCE OF (WITNESS)**

Signature

Name:

Address:

Signature

Name:

Address:

**Subject - SITC of 7k Arthroscopy System & Instruments (1 Unit) at Orthopaedics of KEM Hospital through CSR Fund received in PBCF Dept. of KEM Hospital. along with Standard accessories and CMC for five years after the completion of warranty of three years.**

**Mahatender Id - 2025\_MCGM\_ 1139810.**

### **Scope of Supply**

(Technical Offer)

<b><u>Item Group No.</u></b>	<b><u>Description of the Items</u></b>	<b><u>Quantity</u></b>
<b><u>Item "A"</u></b>		No.
<b><u>A-1</u></b>	<b><u>Import Supply</u></b>	
<b><u>Make</u></b>		
<b><u>Model</u></b>		
<b><u>A-2</u></b>	<b><u>Local Supply</u></b>	
<b><u>Make</u></b>		
<b><u>Model</u></b>		
<b><u>Scope of Supply</u></b>		
	<b>Supplier shall carry out CMC for 5 years after the completion of warranty period of 3 years at the rate of 5 % per year of equipment cost only. CMC rates will be fixed for 5 years</b>	

**Note:** 1) Price should NOT be quoted in this Annexure

2) Scope of Supply: -Supplier shall clearly mention the scope of supply

Including standard, essential accessories and Local brands/supply of external monitor /cameras/computers/external cable, accessories etc as applicable if any along with make and model.

1) Detailed Service Manual shall be provided with the Equipment.

**Authorized Signature  
With Official Seal and Address**

**ANNEXURE - E**

**(To be uploaded in Packet B)**

**Tenderer should submit information in the following proforma**

**(Technical Offer for Spares applicable in case of Annual Maintenance Contract)**

<b>Item Group No</b>	<b>Items Description in Commercial Bid for single unit</b>	<b>Description of the Items</b>	<b>OEM/ Proprietary</b>	<b>Open/ General</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>

Full Signature of the tenderer with  
Official Seal & Address



**ANNEXURE -F**  
(To be uploaded in Packet B)

Tenderer should submit information in the following proforma

**(List Of Consumables)**  
(To be uploaded in Packet 'B')

<b>Item Group No 1</b>	<b>Items Description in Commercial Bid for single unit 2</b>	<b>Description of the Items 3</b>	<b>OEM/ Proprietary 4</b>	<b>Open/ General 5</b>
<b>Item</b>				
1	Consumable 1			
2	Consumable 2			
3	Consumable 3			
4	Consumable 4			
5	Consumable 5			
6	Consumable 6			
7	Consumable 7			

- Bidder shall clearly mention the type of consumables mentioned above i.e. OEM / Proprietary or Open/General with 'Yes' or 'No' comment against each consumable.
- The rate quoted for consumables shall be freeze for 8 years, shall be considered for evaluation.
- Any additional consumables other than mentioned above shall be covered under warranty and CMC.

Full Signature of the tenderer with  
Official Seal & Address

## ANNEXURE -B

(To be uploaded in Packet B)

### COMPARISON STATEMENT

Tenderer should submit information in the following proforma

Sr No	Technical particulars/Description as per tender.	Technical particulars/Description of offered Equipment/Model(To be Filled by Bidder)	Catalogue /Brochure/Document Reference No. (To be Filled by Bidder)
A	Name of Equipment		
B	Name of Manufacturer		
C	Model of Equipment		
Specification to be filled up			
D	Makes and Models of Equipment quoted.		
	1		
	2		
	3		
	4		
	5		

I/We have gone through all the details tender specification of BMC and offered our specification as mentioned above.

I also undertake to supply the equipment as per same specification quoted by me.

**Full Signature of the tenderer  
with Official Seal & Address**



**Subject - SITC of 7k Arthroscopy System & Instruments (1 Unit) at Orthopaedics of KEM Hospital through CSR Fund received in PBCF Dept. of KEM Hospital. along with Standard accessories and CMC for five years after the completion of warranty of three years.**

**Mahatender Id - 2025\_MCGM\_1139810**

**Irrevocable Undertaking**

(on Rs.500/- stamp paper)

I. Shri/Smt \_\_\_\_\_ aged, \_\_\_\_\_ years Indian Inhabitant. Proprietor/Partner/Director of M/s. \_\_\_\_\_ Resident at \_\_\_\_\_ do hereby give Irrevocable undertaking as under:

- 1) I say & undertake that as specified in section 171 of CGST Act, 2017, any reduction in rate of tax on supply of goods or services or the benefit of input tax credit shall be mandatorily passed on to BMC by way of commensurate reduction in prices.
- 2) I further say and undertake that I understand that in case the same is not passed on and is discovered at any later stage, BMC shall be at liberty to initiate legal action against me for its recovery including, but not limited to, an appeal to the Screening Committee of the GST Counsel.
- 3) I say that above said Irrevocable undertaking is binding upon me/my partners/company/other Directors of the company and also upon my / our legal heirs, assignee, Executor, administrator etc.
- 4) If I fail to compliance with the provisions of the GST Act, I shall be liable for penalty/punishment or both as per the provisions of GST Act.

Whatever has been stated here in above is true & correct to my/our own knowledge & belief.

Solemnly affirmed at

DEPONANT

This day of

BEFORE ME

Interpreted Explained and Identified by me.

**Check list of Documents to be submit with Maha Tender form as per the order given below.**

<b>Sr No</b>	<b>Administrative Documents</b>	<b>Sr. No.</b>	<b>Technical Documents</b>
1	Bider Profile	1	Technical Offer
2	Tri party agreement	2	List of Consumables (Applicable in Warrenty & CMC Period)
3	EMD Receipt	3	Comparison of Technical specification v/s Quoted equipment specification
4	Authorization Certificate.	4	Experience Certificate
5	Undertaking about CMC for 5 year after 3 year warranty period is over will be follows as per BMC norms	5	Past Performance Certificate of Quoted Equipment.
6	Signed copy of Terms & Condition of Maha Tender Document	6	Copy of valid CE certificate OR copy of valid USFDA approval as mentioned in General Conditions (Technical specifications).
7	Firm/Company/ Sanstha Registration Certificates	7	Technical brochure of quoted model
8	Partnership deed (If applicable)		
9	Pan Card with Photograph. (Only for Indian Bidder)		
10	GST Registration Certificate as applicable		
11	Import / Export license issued by competent authority (if applicable)		
12	Valid EPF & ESIC registration or Undertaking on Rs. 100/- Stamp paper		
13	Power of Attorney to sign the tender		
14	Irrevocable Undertaking		
15	Special Annexure for GST		